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Tarrant County Texas

5/20/2010 10:52 AM

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~~NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.~~

## AMENDMENT AND EXTENSION OF PAID UP OIL AND GAS LEASES

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

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WHEREAS, Parkside on the Creek L.L.P., a Minnesota limited liability partnership, Oakmont of Bear Creek L.L.P., a Minnesota limited liability partnership, Sandstone at Bear Creek L.L.P., a Minnesota limited liability partnership, and Stonebridge at Bear Creek L.L.P., a Minnesota limited liability partnership, whose address is 8120 Penn Avenue South, Suite 556, Bloomington, Minnesota, 55431 (collectively the "Lessors") executed those four certain Paid Up Oil And Gas Leases dated February 28th, 2007 with Chesapeake Exploration, L.L.C., successor by merger of Chesapeake Exploration Limited Partnership, whose address is P.O. Box 18496, Oklahoma City, Oklahoma, 73154 ("Lessee"), and which are recorded under Tarrant County Clerk's document numbers D207156870, D207156874, D207156871, and D207156869 of the Official Public Records of Tarrant County, Texas, covering lands more specifically described therein (collectively the "Leases");

WHEREAS, Lessors and Lessee now desire to amend the Leases and extend the primary term of the Leases by an additional one (1) year as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessors by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessors do hereby amend each of the Leases as follows:

1. Paragraph 2 of each of the Leases is hereby amended to read as follows:

"This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of four (4) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

2. The third sentence in Paragraph 9 in Exhibit "A" of each of the Leases is hereby amended to read as follows:

"Any pooled unit under this lease shall include: (i) no more than forty (40) acres for each well other than a Horizontal Well; (ii) no larger than forty (40) acres plus the acreage permitted by the "Additional Acreage Assignment" based upon "Horizontal Drainhole Displacement" for a "Horizontal Well" as provided in current Texas Railroad Commission Statewide Rule 86 and applying the table for "fields with a density rule of 40 acres or more."

3. Paragraph 16 of Exhibit "A" in each of the Leases is hereby removed in its entirety.

4. Paragraph 20 of Exhibit "A" in each of the Leases is hereby replaced with the following new Paragraph 20:

"Upon written request of Lessor, Lessee shall furnish Lessor a copy of (i) the geological or well prognosis for each well proposed to be drilled on the leased premises or lands pooled therewith; (ii) the daily drilling reports for each such well, as drilled; and, (iii) any title opinions, abstracts or other records or opinions reflecting upon Lessor's title to the leased premises within 60 days. Lessor may review, at Lessee's principal offices, all filings with the Railroad Commission of Texas, and any other governmental agency; and a copy of all technical data and interpretation, including logs, subsurface maps, core samples, seismic data and interpretations, and any other test results or interpretation of the potential of the leased premises to produce oil or gas. Any of the foregoing information that is not available to the public shall be kept confidential by Lessor during the term of this Lease."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Leases. For adequate consideration, Lessors do hereby adopt, ratify and confirm the Leases, as amended hereby, and do hereby stipulate that the respective Leases to which they are the named "lessor" remain in full force and effect. Insofar as is necessary, Lessors do hereby lease, let, and demise to Lessee the lands covered by the respective Leases to which they are the named "lessor", pursuant to the terms and provisions of the Leases, as of the Effective Date set forth herein.

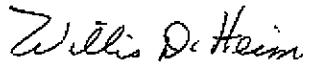
The terms and provisions hereof shall be binding upon the parties hereto, their respective successors and assigns.

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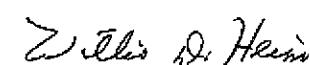
IN WITNESS WHEREOF, this instrument is hereby made to be effective as of the 28th day of February, 2007, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessors herein.

**LESSORS:**

**STONEBRIDGE AT BEAR CREEK, L.L.P.,**  
a Minnesota limited liability partnership

  
By: Willis D. Heim, Partner

**SANDSTONE AT BEAR CREEK, L.L.P.,**  
a Minnesota limited liability partnership

  
By: Willis D. Heim, Partner

**PARKSIDE ON THE CREEK L.L.P.,**  
a Minnesota limited liability partnership

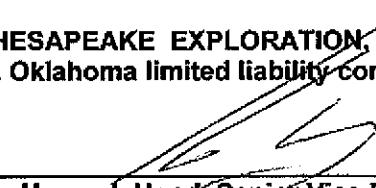
  
By: Willis D. Heim, Partner

**OAKMONT OF BEAR CREEK L.L.P.,**  
a Minnesota limited liability partnership

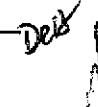
  
By: Willis D. Heim, Partner

**LESSEE:**

**CHESAPEAKE EXPLORATION, L.L.C.,**  
an Oklahoma limited liability company

  
By: Henry J. Hood, Senior Vice President — Land and Legal  
& General Counsel of Chesapeake Exploration, L.L.C.  


**TOTAL E&P USA, INC.,**  
a Delaware corporation

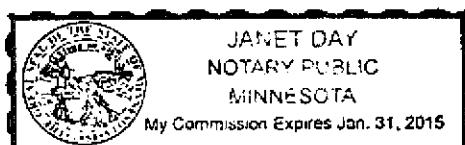
  
By: Eric Bonnin, Vice President — Business Development and  
Strategy  


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## CORPORATE ACKNOWLEDGEMENT

THE STATE OF Minnesota  
COUNTY OF Hennepin

This instrument was acknowledged before me on this the 22 day of March, 2010, by Willis D. Heim, as Partner of Stonebridge at Bear Creek, L.L.P., a Minnesota limited liability partnership, on behalf of said limited liability partnership.

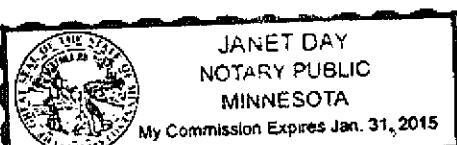


*Janet Day*  
Notary Public, State of Minnesota

## CORPORATE ACKNOWLEDGEMENT

THE STATE OF Minnesota  
COUNTY OF Hennepin

This instrument was acknowledged before me on this the 22 day of March, 2010, by Willis D. Heim, as Partner of Sandstone at Bear Creek, L.L.P., a Minnesota limited liability partnership, on behalf of said limited liability partnership.

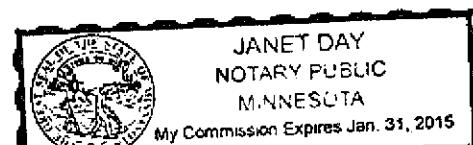


*Janet Day*  
Notary Public, State of Minnesota

## CORPORATE ACKNOWLEDGEMENT

THE STATE OF Minnesota  
COUNTY OF Hennepin

This instrument was acknowledged before me on this the 22 day of March, 2010 by Willis D. Heim, as Partner of Parkside on the Creek, L.L.P., a Minnesota limited liability partnership, on behalf of said limited liability partnership.

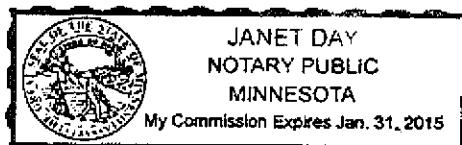


*Janet Day*  
Notary Public, State of Minnesota

## CORPORATE ACKNOWLEDGEMENT

THE STATE OF Minnesota  
COUNTY OF Hennepin

This instrument was acknowledged before me on this the 22 day of March, 2010, by Willis D. Heim, as Partner of Oakmont at Bear Creek, L.L.P., a Minnesota limited liability partnership, on behalf of said limited liability partnership.



*Janet Day*  
Notary Public, State of Minnesota

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**CORPORATE ACKNOWLEDGEMENT**

STATE OF OKLAHOMA §  
COUNTY OF OKLAHOMA §

Before me, the undersigned, a Notary Public in and for the said County and State, on this 30 day of March, 2010, personally appeared Henry J. Hood, Senior Vice President – Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

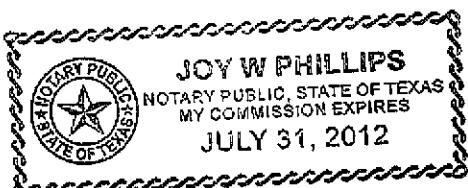


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Eric W. Clayton  
Notary Public State of Oklahoma

**CORPORATE ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this 30 day of April, 2010, by Eric Bonnin as Vice President – Business Development and Strategy for TOTAL E&P USA, INC., a Delaware corporation, as the act and deed and on behalf of such corporation.



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Joy W. Phillips  
Notary Public in and for the State of Texas